

IN THE MATTER OF THE FACT-FINDING BETWEEN

POWESHIEK COUNTY,

Employer,

and

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
LOCAL 2003 (SECONDARY
ROAD UNIT),

Union.

CEO #1098/2

FACT-FINDER'S REPORT

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PUBLIC EMPLOYMENT
RELATIONS BOARD

APPEARANCES

For the Union: Deborah Groene, Business Representative
Dick Williams, International Representative
Ed Kline, Bargaining Unit Member
Stan Hauser, Bargaining Unit Member
Fritz James, Bargaining Unit Member

For the County: Lou Herrera, Employer Representative

BACKGROUND

A Poweshiek County secondary road bargaining unit was certified in 1985. That unit was not affiliated with an International Union and was decertified in October of 1986. In October of 2002, a new bargaining unit for Poweshiek County secondary road employees was certified and the Public Professional and Maintenance Employees, Local 2003, IUPAT, was certified as the bargaining representative for the unit. The description of the unit was amended by stipulation on January 24, 2003.

Poweshiek County ("County") and the secondary road bargaining unit ("Union") began negotiations for the 2003-2004 contract in the

latter part of 2002. The parties were not able to reach voluntary settlements on all items, and mediation sessions on February 4, 2003, and March 12, 2003, were held. Mediation was not successful. The parties selected the undersigned as Fact-finder, scheduling a hearing to be held on April 10, 2003. As part of their negotiations, the County and the Union had agreed to extend the time for completion of the impasse procedure. See copy of said agreement attached hereto and marked as Exhibit "A." The fact-finding hearing was held at the Poweshiek County Courthouse in Montezuma, on April 10, 2003, commencing at approximately 9:30 A.M., and ending at approximately 6:00 P.M.

The County was represented at the hearing by Lou Herrera, and the Union was represented by Deborah Groene. In addition to information provided by the respective representatives, information was received from Dick Williams, International Representative for the Union and Ed Kline, Stan Hauser and Fritz James, bargaining unit members.

ISSUES

There are six items at impasse in this matter. They are:

1. Hours of Work and Overtime
2. Insurance
3. Holidays
4. Training and Mandatory Meetings
5. Sick Leave
6. Wages

The proposals of the County with respect to these items and the proposals of the Union are more fully set forth herein.

Chapter 20 of the Code of Iowa does not specify what criteria Fact-finders should consider when making recommendations to resolve an impasse. However, it is common practice for Fact-finders to rely on the factors or criteria specified in Section 20.22(9) for arbitrators to consider. I will make reference to those criteria where applicable in the following discussion.

I. HOURS OF WORK AND OVERTIME

The County's proposal regarding hours of work and overtime is as follows:¹

The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be determined by the Employer.

Employees shall earn compensatory time, at the rate of time and one-half (1½) the employee's hourly rate for all hours worked in excess of the normal workweek. Compensatory time off will be approved by the Engineer or his designee.

¹At the hearing in this matter, it was discovered the offer which the County had exchanged with the Union on this item prior to hearing, as per PERB rule, was actually an offer pertaining to the County's Sheriff's Department bargaining unit. It was clear to the undersigned a reasonable person could not have read the County's proposal, which it had exchanged with the Union, as applying to the Secondary Roads bargaining unit. The Union objected to an amendment of the proposal submitted to them. The undersigned ruled that the hearing would either be continued no more than five days, to allow the Union additional time to prepare evidence, if necessary, to address an amended proposal by the County, or an immediate amendment would be permitted by the County with the Union addressing it based upon the evidence it had already compiled upon the item. The Union selected the latter option. Attached hereto, and marked Exhibit "B," is a copy of the original offer of the County exchanged with the Union.

Each employee will earn compensatory time for compensation credit on his/her time sheet. An employee may accumulate and carry over up to 80 hours of compensatory time.

In addition to the foregoing, the County offered proposals regarding call-back time, court time and on-call pay. Those proposals were tentatively agreed to by the Union at the fact-finding hearing. A copy of those proposals as agreed to is attached hereto and marked as Exhibit "C."

The Union's proposal regarding hours of work and overtime is as follows:

Article 13 - Hours of Work & Overtime

The purpose of this Article is intended to define the normal hours of work. This Article will not be construed as a guarantee of the hours of work per day or the days of work per week. The normal workweek shall consist of five (5), eight hours days: Monday, Tuesday, Wednesday, Thursday and Friday.

The normal workday shall be from 7:30 a.m. to 7:00 p.m. The normal workweek will be forty (40) hours per week. The normal workday includes a thirty (30) minute lunch period.

The Employer will grant, with pay, a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift: one (1) fifteen (15) minute rest period from approximately 9:15 a.m. to 9:30 a.m. and one (1) fifteen (15) minute rest period from 2:00 p.m. to 2:15 p.m. The times for lunch and rest periods may vary, depending on the nature of the work.

The parties agree that the above reflects the normal workday and work schedule. During certain periods, such as staff shortages, this schedule may change so as to adequately operate the Department efficiently.

Overtime and Compensatory Time

Overtime shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) the employee's hourly rate for hours worked in

excess of eight (8) hours in any workday. Time worked on Saturday and Sunday and holidays shall be considered overtime work and paid at one and one-half (1½) times the regular hourly rate. All paid time shall count as time worked for purposes of computing overtime. Any overtime work must be authorized by the County Engineer or his designated representative except for emergency.

An employee called back from home to work after working their normal shift shall receive a minimum of two (2) hours pay at the regular rate.

Each employee will be asked to indicate his choice of compensation time or overtime pay for compensation credit on his/her time sheet. An employee may accumulate and carry over up to forty (40) hours of compensatory time. Once an employee reaches 40 hours of compensatory time, overtime will be paid at the rate of time and one-half (1½) of the employee's regular hourly rate. Compensatory time off will be approved by the Engineer or his designee.

Upon separation of employment, the employee will be paid for his unused accumulated compensation time at the employee's current rate of pay.

Although perhaps not readily apparent from the express language of the County's offer, the undersigned was advised the offer contemplated that, once an employee accumulated 80 hours of compensation time, the County's engineer would have the option of requiring the employee to take some or all of that time off or authorizing payment for overtime worked in excess of the 80 hours accumulated. The undersigned was also advised the intent of the County's proposal was not to permit paid leaves to be considered for purposes of computing overtime.'

In addition to those differences between the two offers, the undersigned observes material differences between the two offers implicating the following issues:²

1. Should overtime be compensated by time off only or by cash only or a combination of the two?
2. If there is to be a choice between time off or pay for overtime, who makes the choice?
3. Should hours of work, days of work, lunch-time and rest-period times be defined or set forth in the contract?
4. Should overtime accrue after an employee has worked 8 hours in a work-day and/or after the employee has worked 40 hours in a work-week?
5. Should employees who work on Saturdays, Sundays or holidays be compensated at an overtime rate and, if so, at what overtime rate?³

In addition to the foregoing, the County's proposed language, that the "...purpose of this Article is not to be construed as a guarantee...of...pay per day...or pay per week...", is also a matter to be addressed.

²At the hearing, it was indicated the Union had no objection to increasing the cap on accumulation of compensatory time to 80 hours.

³The Union submitted a separate offer on "Holidays." While the undersigned reads the Union's offer on overtime to propose that work performed on holidays be compensated at a rate of time and one-half, the undersigned reads the Union's offer on holidays to require compensation at a rate of two and one-half times the employee's regular rate of pay. The difference apparent to the undersigned now, was not addressed at the hearing. The County's offer on the Holiday item paralleled the Union's, except the County proposed work done on a holiday be compensated by time off.

A. COMPARISON EVIDENCE - FINDINGS

The County offered no evidence of comparisons, with respect to this item.⁴

The Union did offer evidence comparing its proposal on the overtime impasse items to the overtime provisions in the contracts of seven counties which border Poweshiek County, as well as the practices regarding overtime in Marion County. Union Exhibit No. 5 and Union Exhibit No. 27 revealed the following:

	<u>What do Employees receive for overtime work?</u> <u>Cash compensatory time or both?</u>	<u>Who chooses b/t</u> <u>cash or comp?</u>
BENTON	Either or both, cashed out each year	Employee
IOWA	Either or both, after 100 hours of comp. gets cash.	Employee
JASPER	Either or both, after 100 hours of comp. gets cash.	Employee
KEOKUK	Either or both, after 8 hours of comp. gets cash.	Employee
MAHASKA	Cash only.	N/A

⁴The County did offer wage information from 29 counties, in Iowa, the population of which ranged between 15,000 persons and 25,000 persons, some insurance information from six of those counties and some state-wide survey information on the insurance item. Otherwise, the undersigned received no evidence from the County which the undersigned would characterize as "comparison" evidence.

Use of the County's group of comparables is problematic in this case. Similarity of population is a factor favoring use of the group. However, other characteristics of the County's group were not covered or explained in the County's presentation. For example, it is not clear to the undersigned how many of the secondary roads departments in the group of 29 counties compared have certified bargaining units in place. In addition, as already noted, what comparisons the County did make were limited to the two items of wages and insurance.

MARION	Either or both, after 120 hours in a year, deputy gets cash.	Employee ⁵
MARSHALL	Cash only.	Employee
TAMA	Either or both, cashed out each year.	N/A

Union Exhibit No. 6 set forth the following additional information regarding overtime in the aforesaid counties:

Who decides as to when earned compensatory time can be used; the County or the employee?

Benton	Employee, subject to the approval of the employer.
Iowa	Scheduled by mutual agreement between the parties. Employer could schedule up to 2 days off.
Jasper	Employee, subject to the approval of the employer.
Keokuk	Employee, subject to the approval of the employer.
Mahaska	Employees do not accrue comp time, cash payment only.
Marion	Employee, subject to the approval of the employer.
Marshall	Employees do not accrue comp time, cash payment only.
Tama	Employee, subject to the approval of the employer.

In reviewing the 2002-2003 secondary road contracts in Benton, Iowa, Jasper, Keokuk, Mahaska, Marshall and Tama counties, the undersigned finds the Union's overtime proposal is generally in accord with those contracts, with the exceptions noted hereafter.⁶

⁵Marion County's secondary roads department has no certified bargaining unit and, therefore, no contract. Presumably, then, what was shown by the Union is policy contained in that county's employee handbook. Geographic proximity favors the use of the Union's group for comparison. However, differences in the populations of these counties and Poweshiek County and the fact that Marion County's department is not organized suggest, in the future, one may want to look at a second group of counties, with populations similar to Poweshiek County and with certified bargaining units, to measure the validity of the Union's comparisons.

⁶Only the Keokuk County contract contains language, similar to that proposed by the County herein, stating the article on

The undersigned finds the contracts in Benton County and Keokuk County do not specify the days of their workweek. While the Iowa County contract specifies the working days start on Monday and end on Friday, it also permits change of those days upon two-weeks prior, written notice to the Union. The Keokuk County and Marshall County contracts do not specify the starting or ending times of the workday. The Tama County contract specifies the normal workday starts at 7:00 A.M. and ends at 3:30 P.M., but reserves the employer's right to adjust the starting and quitting times "...to meet seasonal demands...." The Benton County, Iowa County, and Keokuk County contracts while providing for a morning rest period and afternoon rest period, do not specify the exact times of those breaks. The Mahaska County contract does not appear to provide for rest periods.

In reviewing the contracts of the seven counties offered by the Union for comparison, the undersigned does not find a provision in the Tama County contract which requires paid leave to be counted as part of hours worked in computing overtime. The contracts of the other counties, provided by the Union, in one form or another do. However, the Mahaska County contract counts only holidays and vacation time as working time for purposes of determining overtime, and the Marshall County contract provides "...sick leave does not count as time worked toward the computation of overtime...."

hours of work and overtime "...shall not be construed as a guarantee of...pay per day or...pay per week...."

The undersigned further finds the Iowa County contract does not provide for compensation of overtime after eight hours worked. Although the Union's representative indicated, at the hearing in this matter, the Jasper County contract provides for compensation of overtime after eight hours of work, it appears to this Fact-finder the said contract does not provide for compensatory time or overtime payment until an employee has worked "...in excess of forty (40) hours in any workweek...."

With respect to the Union's proposal that work on Saturdays or Sundays shall be considered as overtime work, the undersigned finds the Iowa County, Jasper County, Keokuk County and Mahaska County contracts do not so provide, at least not explicitly.⁷

Finally, the undersigned notes the Marshall County contract states "...after earning forty (40) compensated hours work..." in the winter season "...an employee may be sent home and placed in non-pay status for the balance of said workweek...."

B. HISTORICAL EVIDENCE/OTHER RELEVANT EVIDENCE - FINDINGS

The contract at issue will be the first since the bargaining unit herein was certified on October 9, 2002. Prior to certification, however, evidence at the hearing indicates the employees in the Poweshiek County secondary road department "met and conferred" with the County's Board of Supervisors. Although

⁷The Iowa County and Jasper County contracts may do so implicitly by virtue of provisions which indicate the "normal" workweek is Monday through Friday and which requires two weeks notice to the Union of changes.

what the parties did after meeting and conferring does not fall squarely within the scope of Section 20.22(9)(a) of the Public Employment Relations Act of the Iowa Code, the undersigned believes that how the employees have been compensated in the past has some relevance to the issues at hand.⁸

Prior to July 1, 2001, employees in the Poweshiek secondary road department received overtime compensation for time worked in excess of forty hours in the workweek. Additionally, they were compensated at an overtime rate if they were required to work on a weekend. See testimony received at the hearing in this matter. Whether that compensation was in the form of time off or cash is not clear. One of the employees in the road department indicated at the hearing, except for the FY 2001-2002, employees received time off. Other employees of the department at the hearing indicated in the past employees could elect compensatory time or cash payment. During one fiscal year, that being 2001-2002, employees received overtime compensation for hours worked in excess of eight hours in a work day. Prior to certification of the bargaining unit in 2002, the Board of Supervisors changed the

⁸Throughout its presentation, on various items at impasse, the Union noted unilateral changes made by the County in FY 2002-2003 in the terms and conditions of employment in the secondary road department. Prior compensation plans/policies may be an "other relevant factor" under Section 20.22(9).

policy to one which compensated at overtime rates for hours worked in excess of forty hours in a workweek.⁹

C. ABILITY-TO-PAY EVIDENCE - FINDINGS

In its FY 2003-2004 budget, the Poweshiek County Board of Supervisors have not budgeted for any cash payments for overtime or for any increase in expenditures for insurance benefits for employees in the secondary road department. They have budgeted for the County's general wage-increase proposal submitted to the undersigned. Despite this apparent attempt by the Board to hold the line on expenditures, citizens of Poweshiek County have filed a protest of the County's overall budget. Their appeal will be heard by the State Appeal Board, pursuant to Sections 331.436 and 24.27 - 24.32 of the Code of Iowa. See testimony at the hearing in this matter and Employer Exhibit No. 1. Under Section 24.30 of the Code, the State Appeal Board may "...approve, disapprove, or reduce..." the County's budget. It may not increase the budget or expenditures therein. Section 24.32 states the State Appeal Board's decision "...shall be final..."

At first glance, the Board's budget decisions and the appeal of the overall budget would seem to effectively diminish the importance of the other factors set forth in Section 20.22(9) of the Code, such as comparisons of wages, hours and conditions of

⁹Apparently in the Poweshiek County Sheriff's Department bargaining unit, the practice has been and will be to compensate, as overtime, hours worked in excess of eight hours in a workday. See testimony at the fact-finding hearing before the undersigned.

employment of other public employees doing comparable work. Absent some kind of an adjustment in the services provided by the secondary road department, the money to pay for economic items proposed by the Union would not be available. However, Poweshiek County has not levied the statutory maximum rate for either the general fund or the rural services fund, which are two funds from which the secondary road fund receives its revenues.¹⁰ Under Section 331.435 of the Code, the County "...may amend the adopted county budget...to permit increases in any class of proposed expenditures contained in the budget summary published under Section 331.434, Subsection 3...and the amendment is subject to protest as provided in Section 331.436...." The amendment of the County's budget would have to be completed by May 31, 2003. Thus, although the matter is complicated by prior budget decisions of the Board of Supervisors and the taxpayers' appeal of the County's budget, it does not appear to this Fact-finder that the County is without the authority to fund either of the proposals on the overtime impasse item or the other impasse items in this matter which have economic consequences.¹¹

¹⁰Testimony received at the hearing was that the County has levied at the rate of \$3.23622 per thousand dollars of assessed valuation and \$2.338070 per thousand dollars of assessed valuation for the general fund and rural services fund, respectively. See testimony at the fact-finding hearing. The statutory maximum for the general fund is \$3.50 per thousand and for the rural services fund is \$3.95 per thousand. See Section 331.423 of the Code.

¹¹At the hearing, the undersigned asked the County's representative if the County was making an "inability-to-pay"

RECOMMENDATION

After considering all of the evidence relating to hours of work and overtime and the factors outlined in Section 20.22(9) of the Code, the undersigned recommends the following provisions, in addition to those previously agreed to by the parties, for the 2003-2004 contract between them:

HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work. This Article will not be construed as a guarantee of the hours of work per day or the days of work per week. Determination of daily and weekly hours of work shall be made by the Employer.¹² The normal workweek shall consist of five (5), eight hour days: Monday, Tuesday, Wednesday, Thursday and Friday.

The normal workday shall be from 7:30 a.m. to 4:00 p.m. The normal workday includes an unpaid thirty (30) minute lunch period.

The Employer will grant, with pay, a fifteen (15) minute rest period in the morning and one (1) fifteen (15) minute rest period in the afternoon.

argument with respect to the economic items. His response was "...unless we levy more taxes, yes...." While the undersigned understands that whether an employer is required to raise property taxes to fund a settlement is an important factor, it is not the only factor one must consider. The Iowa Legislature, in listing the other factors for consideration in Section 20.22(9) of the Code, did not indicate therein that any one factor must be given more weight than any other. To the undersigned, the fact that a list was set forth suggests that one should strive to determine what is reasonable after weighing all of the evidence.

¹²This provision appears in the Benton, Jasper, Keokuk and Marshall County contracts, all of which are PPME, Local 2003 contracts.

Any change in the normal workweek will require at least fourteen (14) days advance notice to the employees an the Union.¹³

Overtime and Compensatory Time

Overtime shall be paid for at the rate of time and one-half (1½) the employee's hourly rate for hours worked in excess of forty (40) hours in any workweek. Time worked on Saturday and Sunday and holidays shall be considered overtime work. Time worked on Saturday and Sunday shall be paid at one-and one-half (1½) times the regular hourly rate. All paid time shall count as time worked for purposes of computing overtime. Any overtime work must have the prior authorization of the County Engineer or his designated representative.

The assignment of overtime work shall be distributed as equally as possible, with the employee normally assigned the duties that require overtime work being the first called.

Each employee will be asked to indicate his choice of compensation time or overtime pay for compensation credit on his/her time sheet. An employee may accumulate and carry over up to eighty (80) hours of compensatory time. Once an employee reaches 80 hours of compensatory time, overtime will be paid at the rate of time and one-half (1½) of the employee's regular hourly rate. The use of compensatory time off must have the prior approval of the Engineer or his designee.

Upon separation of employment, the employee will be paid for his unused accumulated compensation time at the employee's current rate of pay.

The undersigned is of the judgment the foregoing is comparable with the overtime provisions in the contracts submitted in evidence and for review. The provision relating to compensation of overtime after forty hours in a workweek is consistent with the historical practice in the Poweshiek County secondary road department prior to

¹³This provision appears in the Jasper County contract and the Iowa County contract.

July 1, 2001. The provision requiring prior approval of overtime work allows the County some control over the expense associated with it.

II. INSURANCE

The County's proposal regarding insurance is as follows:¹⁴

Insurance - per current County policy with any increase in premiums to be split 50/50.

The Union's proposal regarding insurance is as follows:

Poweshiek County shall subscribe to a hospitalization, major medical prescription drug and dental insurance program for employees. Premiums for individual employees shall be paid by the County. Dependent insurance premiums will be deducted in two installments per month from the employees paychecks. Employees will pay the first \$200.00 of dependent coverage and Poweshiek County shall pay the remainder. The dependent premium is the cost of the family premium less the cost of the single premium.

Poweshiek County is self-insured. The benefits include, a \$100/\$200 deductible. Except for the deductibles, the health insurance coverage, dental coverage and vision coverage in existence in July 2002 will remain in effect.

¹⁴The County's current policy, in addition to its health insurance plan, includes provisions for a \$20,000.00 life insurance benefit, a \$50,000.00 accidental death and dismemberment benefit, dental insurance benefit and vision insurance benefit. See testimony received at hearing, Employer Exhibit No. 1, and Union Exhibit No. 11. The current deductibles on the County's health insurance plan are \$200.00 per person and \$500.00 family. The out-of-pocket maximum, currently for the plan, is \$500.00 per covered person and \$1,000.00 family. The out-of-pocket maximum includes the deductible amounts. The plan also includes a prescription drug benefit. See Employer Exhibit No. 1. Employees in the bargaining unit, who select single health insurance coverage, currently pay \$50.00 per month towards the cost of the insurance benefits and employees in the unit, who select dependent health insurance coverage, currently pay \$250.00 per month towards the cost of the insurance benefits.

Poweshiek County shall subscribe to and pay individual employee premiums for group life insurance in the amount of \$20,000.00 and \$50,000.00 twenty-four (24) hours accidental death and dismemberment policy.

When it is necessary for the County or its third party administrator to reimburse an employee for payments advanced by employees, the employee shall receive the reimbursement within 14 calendar days.

The Employer retains the right to select the insurance carrier(s). The County shall, however, at any time, have the right to substitute a substantially comparable or better policy as is presently in existence. Prior to any change in the policy or coverage, the employer agrees to notify the Union and give the Union the opportunity to bargain through impasse on any changes.

Based upon the foregoing and the statements of the parties at the hearing in this matter, it appears to the undersigned the primary issues before this Fact-finder are what should the deductibles be under the County's health insurance plan and what should the employees' contribution be toward the cost of the insurance benefits.¹⁵

A. COMPARISON EVIDENCE - FINDINGS

The County offered the following comparisons on the insurance impasse item which the undersigned finds material:

¹⁵Reimbursement by the County or its third party administrator for payments advanced by employees is also an issue. However, the undersigned found no comparable language in the contracts of the counties chosen by the Union for review by this Fact-finder.

INSURANCE

Employee Contribution

	Single	Family	
Harrison	\$128	\$280	03-04
Bremer	\$30	\$60	02-04
Plymouth	0	\$69.58	02-03
Hamilton	\$45 90/10	\$84 80/20	02-03
Floyd	0	\$279.50	03-04
Clay	0 80/20	0	02-03
	\$27.26 90/10	\$68.61	

From the foregoing, it is apparent secondary road employees in the Poweshiek County bargaining unit pay more toward the cost of health insurance than do the workers employed in the majority of the counties surveyed by Poweshiek County.¹⁶

Poweshiek County secondary road employees currently pay more towards the cost of health insurance than their counterparts in Benton, Iowa, Jasper, Keokuk, Mahaska, Marion, Marshall and Tama counties as well. In those counties, the secondary road employees pay nothing for single health insurance coverage. With respect to dependent coverage, Poweshiek County secondary road employees

¹⁶The County also offered into evidence a 2002 Iowa Employer Benefits Survey, done by David P. Lind & Associates, regarding insurance benefits and employee contributions thereto in Iowa. While the information showed, in general, employees, whose employers employed 50-249 people (the range Poweshiek County would fall into), pay amounts for medical coverage similar to amounts currently paid by Poweshiek County secondary road employees, the weight to be given the statistics is somewhat difficult to judge. The information submitted does not appear to distinguish between employees who have organized for collective bargaining purposes and those who have not. The survey focuses only on the medical insurance component of compensation. To draw valid conclusions from such a survey, it strikes the undersigned that information regarding the other components of compensation, including wages, is necessary. Wage levels certainly impact what employers and employees find acceptable to pay for insurance.

currently pay the largest monthly amount towards its cost, in relation to the amounts paid by employees in the secondary road department of the aforesaid counties. Jasper County secondary road employees pay the second largest, monthly amount for dependent health insurance coverage and still pay \$74.46 less per month than Poweshiek County secondary road employees do. See Union Exhibit No. 13.

The amount Poweshiek County contributes to the cost of the insurance benefit vis-a-vis the amounts contributed by the other counties surveyed by the Union does not appear to explain the difference in employee contributions. Union Exhibit No. 14 would indicate currently those other counties contribute the following amounts toward the cost of dependent health insurance coverage:

Benton	\$ 9,547.20 per year
Iowa	\$ 6,364.80 per year
Jasper	\$ 5,595.20 per year
Keokuk	\$10,836.80 per year
Mahaska	\$ 7,800.00 per year
Marion	\$ 4,284.80 per year
Marshall	\$ 8,132.80 per year
Tama	\$10,961.60 per year
Average	\$ 7,940.40 per year
Poweshiek	\$ 5,096.00 per year

See Union Exhibit No. 14. (This Exhibit showed each county's contribution in terms of dollars per hour. The undersigned multiplied those amounts by 2080, the number of hours in a year, assuming a 40 hour workweek.)

The County did not submit employer-specific data regarding the health insurance deductible issue. The Union did. Union Exhibit No. 12 revealed the following information:

INSURANCE DEDUCTIBLES 2002

	<u>SINGLE</u>	<u>FAMILY</u>
BENTON*	\$100	\$200
IOWA*	\$100	\$200
JASPER	\$0	\$0
KEOKUK	\$100	\$200
MAHASKA*	\$100	\$200
MARION	\$200	\$400
MARSHALL	\$750	\$1,500
TAMA*	\$100	\$200
POWESHIEK	\$200	\$500

*Counties which self-funded some portion of insurance deductibles or overall coverage.

It is clear from the aforesaid information, Poweshiek County's health insurance deductibles vary from the norm in the counties surveyed.

B. HISTORICAL EVIDENCE/OTHER RELEVANT EVIDENCE - FINDINGS

Prior to July 1, 2002, the Poweshiek County health insurance plan provided for deductibles of \$100.00 per covered person and \$200.00 per family. Prior to that date, employees were not required to pay the deductible for inpatient hospitalization, outpatient surgery, routine procedures in a doctor's office,

outpatient diagnostic x-ray and lab services and anesthesia. After that date, the deductibles applied to all of the said services and procedures. Prior to July 1, 2002, the out-of-pocket maximums under Poweshiek County plan were \$500.00 per covered person and \$600.00 per family. See Union Exhibit No. 9.

C. ABILITY TO PAY EVIDENCE - FINDINGS

Poweshiek County's insurance benefits are provided pursuant to a self-funded plan. The current fixed costs per month of the plan (premium and administration fees) are \$108.19 (single) and \$187.85 (family). The current claims exposure per month of the plan is \$387.66 (single) and \$676.75 (family). See Employer Exhibit No. 1. The various components of the 2002-2003 fixed costs and claims exposure are shown as follows:

<u>Fixed Costs</u>	<u>Single</u>	<u>Family</u>	<u>Notes</u>
Specific Risk	\$ 69.45	\$149.11	
Aggregate Premium	8.66	8.66	
Medical Administration	11.47	11.47	
Utilization Review	2.00	2.00	
RX Program	1.50	1.50	
PPO	4.85	4.85	
Conversion	0.85	0.85	
Dental Admin	2.25	2.25	
New York HC surcharge	0.11	0.11	
Vision Fixed	0.75	0.75	
Life	6.30	6.30	
TOTAL FIXED	\$108.19	\$187.85	
<u>Claims</u>	<u>Single</u>	<u>Family</u>	
Aggregate risk (medical)	\$366.00	\$642.00	
Dental	\$ 15.26	\$ 34.75	1
Vision	\$ 6.40		1
TOTAL CLAIMS	\$387.66	\$676.75	
TOTAL FIXED + CLAIMS	\$495.85	\$864.60	

Notes: 1. Dental claims are 100% self-insured (there is no stop loss insurance).
 1. Vision claims are 100% self-insured (there is no stop loss insurance).

Poweshiek County is currently collecting from employees and from its budget per month a total of \$493.70 (single) and \$674.94 (family) to fund its insurance plan. It would appear to the undersigned the County is not fully funding for the potential claims exposure of its plan. For the 2003-2004 fiscal year, the County has been advised to anticipate a 20% to 30% increase in premium amounts will be necessary. The County, as earlier noted, has not provided any increase in its insurance-plan expense in its 2003-2004 budget.¹⁷

A 20% increase in current amounts paid into the insurance fund would result in a \$98.74 per month, per-employee increase for single coverage and a \$134.99 per month, per-employee increase for dependent coverage. If the employee's share of the cost was reduced by \$50.00 per month for single coverage and dependent coverage, the total of additional amounts the County would have to pay per month, per employee, assuming the aforesaid 20% increase, would be \$148.74 and \$184.99, respectively.¹⁸ Reduction of the deductible amounts most likely would increase the amounts necessary to fund the plan.

¹⁷The balance on June 30, 2002, in Poweshiek County's self-funded plan, after payment of claims and provision for reserve for incurred but unpaid claims, was \$36,429.21. On June 30, 2001, the balance had been \$45,796.36. See Union Exhibit No. 15.

¹⁸These amounts would represent 34% and 44% increases in the County's contributions.

RECOMMENDATION

The Union's proposal on the insurance item would appear to require a minimum of 34% increase in the County's contribution for single coverage and minimum of a 44% increase in that contribution for dependent coverage. Despite the fact that the County's contribution currently is less than the norm, such an increase in one year, in the judgment of the undersigned, would be excessive, and, therefore, unreasonable. The County's proposal, on the other hand, would put the Poweshiek County secondary road employees even further from the norm, and that result does not appear reasonable either, particularly in view of the comparison evidence regarding wages discussed hereafter. Therefore, the undersigned recommends the current insurance plan, including the current deductibles and employee contributions and benefits be continued by the County during the term of the 2003-2004 contract. The undersigned recommends the following language in that regard be made part of said contract:

INSURANCE

Poweshiek County shall continue the hospitalization, major medical prescription drug and dental insurance program in effect on July 1, 2002, for employees. An employee selecting single coverage shall pay \$50.00 per month for the cost of that coverage, and an employee selecting dependent coverage shall pay \$250.00 per month for that coverage. The monthly amount to be paid by an employee shall be deducted in two installments per month from the employee's paychecks. Poweshiek County shall pay the remainder necessary to provide coverage under the program.

Poweshiek County is self-insured. The benefits include a \$200/\$500 deductible.

Poweshiek County shall subscribe to and pay individual employee premiums for group life insurance in the amount of \$20,000.00 and a \$50,000.00 twenty-four (24) hour accidental death and dismemberment policy.

The Employer retains the right to select the insurance carrier(s). The County shall, however, at any time, have the right to substitute a substantially comparable or better policy as is presently in existence. Prior to any change in the policy or coverage, the employer agrees to notify the Union and give the Union the opportunity to bargain through impasse on any changes.

The undersigned does not recommend the Union's proposal regarding the time period for reimbursement to employees of amounts advanced by them. The undersigned does not find comparable language in the contracts of the adjoining counties submitted by the Union for review, and the evidence submitted established neither the current practice for such reimbursement nor a problem with the current practice necessitating such language.

III. HOLIDAYS

The County's proposal on this impasse item is as follows:

An employee who works on a recognized holiday will earn compensatory time at one and one-half (1½) of the employee's hourly rate in addition to the employee's normal wage for the holiday (eight hours).

The Union's proposal on this impasse item is as follows:

Work performed on a recognized holiday will be paid, in cash or compensatory time, at the employee's option, at time and one-half (1½) the employee's hourly rate in addition to the employee's normal wage for the holiday (eight hours).

As previously noted, the only difference in substance between the two proposals revolves around the question whether time worked on a holiday should be compensated in cash or time off.

A. COMPARISON EVIDENCE - FINDINGS

In Iowa, Jasper, Keokuk, Mahaska, Marion, Marshall and Tama counties, secondary road employees are currently paid for work performed on holidays. In Benton County, the secondary road employees currently have the option of being paid for such time worked or receiving time off. In all of these counties, except Jasper, the rate of compensation mirrors that proposed by both parties to this impasse. In Jasper County, it appears secondary road employees are paid "...two (2) times their hourly rate of pay..." in addition to "...their normal daily pay...." See Union Exhibit No. 17 and Union Exhibit No. 27.¹⁹

In the record made by the parties, the undersigned finds no historical evidence regarding this item and no evidence relating to the County's ability to pay separate or distinct from that presented on the overtime impasse item, which evidence has already been discussed herein.

RECOMMENDATION

The undersigned recommends the Union's proposal on this item, as it is set forth at the beginning of this discussion on the item.

¹⁹The County did not present comparison evidence on its proposal relative to this item.

It is comparable in its provision to those contained in the contracts of the adjoining counties. The overtime recommendation of the undersigned specifies "...time worked on holidays shall be considered overtime...." That recommendation further specifies "...any overtime work must have the prior authorization of the County Engineer or his designated representative...." With that, the undersigned is of the judgment costs associated with this item can be controlled by the County.

IV. TRAINING AND MANDATORY MEETINGS

The County's proposal on this item is as follows:

Employees shall receive compensatory time at the rate of one and one-half (1½) of the employee's hourly rate for all mandatory meetings or training sessions conducted outside of an employee's normal workday or work schedule.

The Union had no written proposal on this item separate and distinct from its proposal on the hours-of-work and overtime item. At the hearing, the Union's representative advised the Union had no disagreement with the County's proposal except it desired employees to be compensated at the time and a half rate, in cash or compensatory time, at the option of the affected employees, for such meetings or training sessions.

A. COMPARISON EVIDENCE - FINDINGS

The evidence presented by the parties, specific to this issue, can be, at best, characterized as minimal. The only evidence the undersigned could find relevant to the proposal is contained in the

current Keokuk County contract, which provide in its "Hours of Work and Overtime" Article:

...Training and travel time is hours worked. Any hours over eight (8) hours is paid at one and one-half (1½) times the employees regular hourly rate.

See Union Exhibit No. 27.

Similar to the record on the holiday item, the specific record made on this training item contains no historical evidence and no evidence relating directly to the County's ability to pay the cost of training or meetings outside of employees normal workday.

RECOMMENDATION

The undersigned recommends on this item as follows:

An employee shall be paid, in cash or compensatory time, at the employee's option, at time and one-half (1½) the employee's hourly rate for all mandatory meetings or training sessions conducted outside of an employee's normal workday or work schedule.

The undersigned is of the opinion the consistency of this recommendation with those made on overtime and holidays will make administration of the contract simpler for the parties. Further, the provision for payment in cash is consistent with the provision in the only other contract made part of the record which specifically addresses the subject. The undersigned would anticipate the County will be able to control its costs relating to this item, in that it will make the decision as to when training and meetings will be held and who and how many will attend.

V. SICK LEAVE

There are two separate proposals pertaining to sick leave in this matter. The Union proposes the following:

An employee who does not use sick leave during a calendar month shall earn an additional $\frac{1}{2}$ day (4 hours) of vacation per month.

The County, at the time of the hearing, had no written proposal responsive to the foregoing Union proposal. The County representative, however, submitted the Union's proposal was an illegal subject of bargaining.²⁰ The County's representative advised the undersigned the County would file a petition for resolution of the negotiability dispute with the Iowa Public Employment Relations Board. At the time of this Report, the undersigned had received no order of stay from the Board and, therefore, proceeds with the undersigned's recommendation regarding the proposal.

The County's proposal relating to sick leave is as follows:

The employer will use earned compensatory time, sick leave or vacation as part of the employee's twelve week family leave.²¹

The Union in the written proposals it exchanged with the County prior to the fact-finding hearing did not address the County's proposal. However, in statements at the hearing and in

²⁰Specifically, the County's representative submitted the proposal was not proper in that it related to vacation, a subject the parties had previously agreed upon.

²¹The undersigned is not certain whether the County intended its proposal to state "The employer will use..." or intended it to state "The employee will use...."

Exhibit No. 3, at page 17, (the parties tentative agreement on other aspects of sick leave) the Union made clear its proposal is as follows:

Employees may elect, however, to use sick leave, compensatory or vacation as part of the twelve-week family leave.

A. COMPARISON EVIDENCE - FINDINGS

Regarding the Union's proposal to convert sick leave earned, but not used, to vacation, the undersigned finds Benton County permits conversion of $1\frac{1}{4}$ days of sick leave an employee earns, after the employee has accumulated 100 days of unused sick leave, to two hours of vacation. In Jasper County, employees who do not use sick leave "...during a three (3) month span..." receive "...one (1) bonus day...." In Mahaska County, after accumulating 80 days of sick leave, employees may receive up to two days off with pay. Marshall County also provides for conversion of sick leave to vacation for its secondary road employees. The remaining four counties in the Union's comparison group provide for differing forms of compensation for unused sick leave but do not convert it to vacations days. See Union Exhibit No. 18 and Union Exhibit No. 27.

Regarding the County's proposal on family medical leave, the undersigned observed references to such leave in only two of the contracts entered into evidence in this matter, those being the Jasper County and Mahaska County contracts. The current Jasper County contract provides, in relevant part, "...an employee who

requests and is granted a leave of absence pursuant to the FMLA may use accrued leave (i.e. sick leave, vacation, compensatory time, bonus days) that the employee had accumulated..." The current Mahaska County contract merely states "...Employees will be eligible for Family and Medical Leave according to the provisions of the County policy...." See Union Exhibit No. 27. The Mahaska County policy in that regard was not offered into evidence.²²

B. HISTORICAL EVIDENCE/OTHER RELEVANT EVIDENCE- FINDINGS

The Union made clear to the undersigned its proposal on sick-leave conversion is premised upon a decision by the County to stop paying employees for unused sick leave they had accumulated. Testimony at the hearing reflected that, for a number of years, employees who had accumulated more than 120 days of unused sick leave, were paid each year for one-half of the amount in excess of 120 days, up to a maximum of six days.

C. ABILITY TO PAY EVIDENCE - FINDINGS

Neither party offered evidence of the potential cost of the Union's proposal for adding vacation days when sick leave is not used. It would be this Fact-finder's opinion additional vacation days do have a cost, as sick leave may or may not be used, but the

²²The Union offered, as Exhibit No. 18, a copy of a tentative agreement by Poweshiek County with its sheriff's department bargaining unit. The exhibit reflects the County's bargaining representative agreed, tentatively, to make the use of such leave, compensatory time and vacation in FMLA context subject to the election by employees.

same is not true regarding the use of vacation. When an employee is on vacation, the work he or she would have done must be performed by another or delayed until the employee's return.

RECOMMENDATION

The undersigned recommends the 2003-2004 contract not include the Union's proposal to convert unused sick leave to additional vacation days. The comparison evidence does not clearly suggest the Union's proposal is in the norm. Four of the counties submitted for review by the Union have different provisions for unused sick leave than proposed by the Union.

More importantly, adding vacation days, when there are approximately thirty employees in the bargaining unit who might qualify for the additional days off, could become a problem for the County, in terms of completing the work in a timely fashion and in terms of scheduling the employees to do the work.

With respect to the family medical leave component of the sick-leave impasse item, the undersigned recommends the following be made part of the 2003-2004 contract:

Employees may elect to use earned sick leave, compensatory time or vacation as part of the twelve week family leave.

While the record made by the parties does not establish a clear practice in the external comparisons offered, there is some internal comparability for the aforesaid provision, given the tentative agreement in the County's sheriff's department.

VI. JOB CLASSIFICATIONS AND STRAIGHT
TIME HOURLY WAGE RATES

The County's written proposal on this item submitted to the undersigned is as follows:

1. Job classifications and wage rates

	<u>07-01-03</u>	Increase by 2%
Utility Worker I	\$14.26	
Utility Worker II	\$14.61	
Utility Worker III	\$14.61	
Field Assistant	\$14.61	
Purchasing Agent	\$14.61	
Transfer Station Scale Oper	\$10.00	
Utility Worker 1 Blade Operator	\$13.51	
Lead Workers	+\$.20 per hour	

Further explanation of the County's proposal is necessary. The current, base hourly wage for the Utility Worker II and III positions are as shown above. However, four of the persons holding the Utility Worker III positions are also heavy equipment operators. Heavy equipment operators currently receive an additional \$.10 per hour. Therefore, the County's representative indicated the current, hourly base rate for persons in the Utility Worker III classification, who are heavy equipment operators, for purposes of the County's proposal, should be \$14.71. The County's representative further indicated the hourly base rate for the Field Assistant is currently \$15.84, rather than \$14.61, and also indicated there is a Field-Assistant-In-Training classification, the current, hourly base rate for which is \$15.61. The undersigned was also advised the Purchasing Agent, Transfer Station Scale Operator and Utility Worker I Blade Operator classifications, shown in the County's proposal, are not currently part of the certified

bargaining unit. A review of Union Exhibit No. 21, the Bargaining Unit Certification, appears to confirm this.²³

The last portion of the County's proposal, which has to do with the "lead workers" also requires explanation. There are three of them. The first of them is Bill Johnston, who is in the Utility Worker III classification, but whose primary assignment is as a mechanic. The County's representative indicated the current, hourly base rate for Bill Johnston, for purposes of the County's proposal, should be \$15.61.²⁴ The second lead worker is Jeff Kriegel, who is in the Utility Worker III classification and whose primary assignment is bridge crew leader. These two employees are the Shop Foremen. The County's representative indicated the current, hourly wage rate for Jeff Kriegel is \$14.61. The final lead worker is Dwaine Elliott, who holds the classification of Utility Worker III but whose primary assignment is Transfer Station Superintendent. The County's representative indicated the current, hourly base rate for Dwaine Elliott is \$14.61.

This explanation of the various base wages is necessary to acquire an understanding of the County's proposal. The County's

²³The specific classifications set forth in that certification are Utility Worker I, II and III, Mechanics I and II, Field Assistant, Shop Foremen, Transfer Station Superintendent.

²⁴There is another full-time mechanic whose hourly base rate currently is also \$15.61 but who does not act as a lead worker. Other Utility Worker I's and II's, who are part-time mechanics, receive \$0.50 per hour in addition to the base for those classifications. The employee who is assigned to painting in the body shop receives an additional \$0.60 per hour

representative advised the 2% increase it proposes is to be applied to the hourly base rates as set forth in this explanation. The County's representative further explained in addition to a 2% increase in the lead worker base rates, as set forth in this explanation, the County proposed adding an additional 20¢ per hour to the three lead-worker wages. Consequently, after explanation, the County's proposal is in fact as follows:

	Current Base Rate	2003-2004 Increase to Base
Utility Worker I	\$14.26 ²⁵	2%
Utility Worker II	\$14.61	2%
Utility Worker III	\$14.61	2%
Utility Worker III, Heavy Eq. Op.	\$14.71	2%
Utility Worker II, Mechanic	\$15.61	2%
Utility Worker III, Mechanic, Lead Worker	\$15.61	2% increase to base + 20¢ per hour
Utility Worker III, Bridge Crew Leader	\$14.61	2% on base + 20¢ per hour
Field Assistant In Training	\$15.61	2%
Field Assistant	\$15.84	2%
Utility Worker III, Transfer Station Superintendent	\$14.61	2% on base + 20¢ per hour

One final matter is necessary to the understanding of the County's proposal. Currently, in addition to his base wage of \$15.61, Bill Johnston, the mechanic/lead worker receives 50¢ per hour for his duties as a shop foreman. His total current hourly pay is \$16.11. Currently, in addition to his base wage of \$14.61, Jeff Kriegel, the Bridge Crew Leader, receives \$1.00 per hour for his lead work on the bridge crew, 50¢ per hour as a shop foreman, and 25¢ per hour as an assistant road supervisor. His total current hourly pay is \$16.36. Currently, Dwaine Elliott, the

²⁵The Union's exhibit showed the current base rate for this classification is \$14.11. For purposes of the undersigned's recommendation, the undersigned has used that figure.

Transfer Station Superintendent, in addition to his base wage of \$14.61, receives 30¢ per hour for his duties as lead worker. His total current hourly pay is \$14.91. It is apparent, then, for the lead workers, the County's proposal would reduce the amounts the lead workers receive for their work as such.

The Union's proposal on the wage item is as follows:

ARTICLE 22 JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classifications and Salary Schedule. By this reference, said Exhibit becomes a part of this Agreement.

Employees shall be paid every two weeks and shall have the option of having their paychecks deposited directly into a designated bank account. Employees are responsible for providing the Auditor with routing information as requested.

EXHIBIT A - JOB CLASSIFICATIONS AND WAGE RATES

<u>Job Classifications</u>	<u>07-01-02</u>	<u>07-01-03</u>
Utility I	\$14.11	\$14.70
Utility II	\$14.61	\$15.20
Utility III	\$14.71	\$15.30
Mechanic I	\$15.61	\$16.20
Mechanic II	\$15.61	\$16.20
Field Assistant	\$15.84	\$16.43
Shop Foremen		
(Johnston, Bill)	\$16.11	\$16.70
(Kriegel, Jeff)	\$16.36	\$16.95
Transfer Station Superintendent	\$14.91	\$15.50

Individuals performing part-time Mechanic duties shall receive an additional \$0.50 per hour for all hours worked for the County (currently those employees are: Brau, Daryl; Taylor, Don and Warden, Richard).

Individuals performing painting duties shall receive an additional \$0.60 per hour for all hours worked for the County (currently that employee is Zylstra, Dennis).

07-01-03 - The Union proposes a \$0.59 per hour increase across-the-board to all employees in all classifications (Fifty-nine cents (\$0.59) equals 4.0% of the average hourly wage rate).

A regular full-time employee, while performing eight (8) hours work on a temporary basis in a higher job classification, shall be compensated at the contractual wage rate for the applicable job classification.

New hires will be classified as Utility I. Starting rate for new hires will be fifty cents (\$.50) an hour less, while on probation, than the applicable posted rate for the job classification. After a new hire completes the probationary period, he/she will be classified as Utility II and paid at the Utility II rate of pay.

As is the case with the County's proposal, the Union's proposal requires some explanation. The 07-01-03 base wage rates shown for the Utility Worker II and III classification on the Union's proposal, exchanged with the County prior to fact-finding, were \$14.80 and \$14.90, respectively. At the fact-finding hearing, it was noted those figures were not \$0.59 per hour more than the 07-01-02 wage rates shown on the proposal and were corrected to the figures shown herein. The 07-01-02 base wage rates shown for Bill Johnston, Jeff Kriegel and the Transfer Station Superintendent include the additional amounts currently paid to them for lead work.

At the hearing, the County's representative advised the County did not disagree with the proposal to pay employees every two weeks, but did not agree to the provision therein for direct deposit of paychecks. Currently, employees in the bargaining unit

go to a location where they can receive them in person or they receive them by mail.

The County's representative further indicated the County did not disagree with the provisions in the Union's proposal regarding additional pay for individuals performing part-time Mechanic duties and painting duties. The County's representative advised the County also did not disagree with that part of the Union's proposal which would require it to pay regular full-time employees who work on a temporary basis in a higher job classification at the contractual wage rate for that higher classification. Finally, the County's representative advised the County did not disagree with that part of the Union proposal regarding new hires.

Thus, it would appear to the undersigned the areas of contention between the proposals of the parties can be summarized as follows:

1. Should direct deposit of pay checks be contractually required?
2. What should be the increase to the base wage rate of the job classifications in the bargaining unit?
3. Should lead workers receive the amounts they currently receive in addition to their base wage rate or should they each receive 20¢ per hour in addition to their base wage rate?

A. COMPARISON EVIDENCE - FINDINGS

In reviewing the Union's evidence relevant to the wage impasse item, the undersigned finds only one contract in the Union's group of comparables which contains language regarding direct deposit of paychecks. Benton County's contract provides "...Warrants may be

changed to Thursdays to accommodate direct deposit, provided that a majority of employees in each County department votes to support this change...." See Union Exhibit No. 27.

In comparing current wages in its group of comparables to those in Poweshiek County, the Union chose to compare the wages of those employees who act as patrol operators. Currently, the majority of the bargaining-unit members of the Poweshiek County secondary road department do that work. They are in the Utility II job classification.²⁶

Using the patrol-operator wage as the measure of comparison, the undersigned finds the current Poweshiek wage does not compare particularly well with that wage paid currently in the counties used by the Union for comparison. The following information illustrates that conclusion.²⁷

²⁶The Unit is made up of 30 employees in the following classifications:

Utility I	2 employees
Utility II	19 employees
Utility III	3 employees
Mechanic I & II	2 employees (including the shop Foreman)
Field Assistant	2 employees
Shop Foremen	2 employees (including the Mechanic)
Transfer Station	
Superintendent	1 employee

²⁷The hourly patrol operator wage shown for Benton and Marshall Counties does not factor in overtime provisions in their contracts. Benton County's contract provides for a "probable workweek for all employees..." of "...forty-five hours..." commencing March 1 and ending November 30. The Marshall County contract seems to mandate five hours of overtime each day during a 34 week "summer season." If this overtime is factored in, the effective hourly rate for Benton County is \$16.18 for the year

2002-2003 PATROL WAGE RATES

BENTON	\$14.19
IOWA	\$15.03
JASPER	\$16.58
KEOKUK	\$14.17
MAHASKA	\$15.03
MARION	\$15.53
MARSHALL	\$15.01
TAMA	\$14.48
AVERAGE	\$15.00

POWESHIEK

PATROL	\$14.61
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See Union Exhibits No. 24 and No. 27.

The undersigned has also compared Poweshiek County to those counties it used for the insurance comparison. Using the patrol-operator wage as the measure, the undersigned once again observes the Poweshiek County wage of \$14.61 for those doing patrol-operator work lags behind the wage paid for that work in the following counties:

<u>County</u>	<u>Patrol Wage</u>
Harrison	\$14.81
Bremer	\$15.25
Plymouth	\$14.95
Hamilton	\$14.76
Floyd	\$14.92
Clay	\$15.20
Average	\$14.98

and for Marshall County is \$16.85 for the year.

The County offered no evidence of 2003-2004 wage settlements as part of its case. The Union did, again using the secondary road departments in the adjoining counties for comparison. Based upon the information provided in that regard, the undersigned finds the wage rates of those persons doing patrol-operator work increased for the 2003-2004 year as follows:

Benton	\$.59/hour
Jasper	\$.59/hour
Keokuk	\$.43/hour
Marion	\$.50/hour
Tama	\$.43/hour

See Union Exhibit No. 25.

The two percent increase proposed by the County, applied to the wage of those persons in the unit doing patrol-operator work, would be the equivalent of \$.29 per hour, or about \$.21 less per hour than the average of the above increases.

B. HISTORICAL EVIDENCE/OTHER RELEVANT EVIDENCE - FINDINGS

For the 2002-2003 year, the County granted the secondary road employees a two percent wage increase. This amounted to an additional \$.29 per hour for employees doing patrol-operator work. This increase was approximately \$.25 per hour less than the average of the increases agreed to by the Boards of Supervisors in Benton, Iowa, Jasper, Keokuk, Mahaska, Marshall and Tama Counties for their employees performing that kind of work. See Union Exhibit No. 23.

Historically, wage increases for employees in the Poweshiek County secondary road department have been granted in the form of

cents per hour, across-the-board. See testimony at the fact-finding hearing.

As explained to the undersigned at the hearing by the County's representative, the impetus for the County's proposal regarding lead-worker pay was the discovery by the County, at the time the determination of what classifications should be included in the bargaining unit was at issue, that the three lead workers were not "performing the duties the County thought they were being paid for." In essence, as understood by the undersigned, the County believed these workers were performing supervisory functions and thus their classifications were excludible from the bargaining unit. However, when called to explain their duties at the time the unit determination was being made, the three lead workers gave explanations of their duties which prevented their exclusion from the unit and which led the County to conclude they really weren't performing duties additional to those of their regular job classification.

Two of the three lead workers affected by the County's proposal on lead worker pay testified at the fact-finding hearing. It is clear those two do not act as supervisors. They don't, for example, discipline, schedule work, or authorize leaves. It is also clear, however, they do have responsibilities beyond those of the regular job classifications. For example, on bridge or culvert projects, Jeff Kriegel decides what material the crew will use and how much and what equipment is necessary. At the job sight, he

decides how an area is to be prepared for construction and leads the crew in getting the project completed. Generally, he has no supervisor present during such construction.

Bill Johnston, likewise, performs duties beyond those of the Mechanic classification. He is responsible for taking the time cards of employees and transferring the information to a diary for use by the County's Engineer. In the diary he notes what work an employee performed, notes the appropriate operation code and what machinery the employee used and marks in it where the employee did the work. If an employee's time card does not show where the employee performed the work, he is responsible for seeing the employee does that. Additionally, he is on call at his home during the year, for the purpose of taking calls, and calling secondary road employees to do work that is necessary. An example of this, would be when there has been a motor vehicle accident. He is called and then determines who in the department should be called to assist in the matter.

Jeff Kriegel has been receiving additional pay as the shop foreman since 1993, the additional pay as bridge-crew leader since before 1997, and the additional pay as assistant road superintendent since 1997. All additional pay he receives was as a result of the recommendation of the road superintendent and/or Engineer. Bill Johnston has been receiving the additional pay accorded the shop foreman since 1996.

C. ABILITY TO PAY EVIDENCE - FINDINGS

The County's representative advised at the fact-finding hearing the County has budgeted for a two percent wage increase for the budget. While that budget is being appealed, as noted previously, it appears the County has the statutory authority to amend its budget through May 31, 2003. See prior discussion of the budget and relevant statutes.

RECOMMENDATIONS

The undersigned recommends the following provisions be made part of the 2003-2004 contract between the parties:

ARTICLE 22 JOB CLASSIFICATIONS & STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit A, Job Classifications and Wage Rates. By this reference, said Exhibit becomes a part of this Agreement.

Employees shall be paid every two weeks.

EXHIBIT A - JOB CLASSIFICATIONS AND WAGE RATES

<u>Job Classifications</u>	<u>07-01-03</u>
Utility I	\$14.55
Utility II	\$15.05
Utility III	\$15.05
Mechanic I	\$16.05
Mechanic II	\$16.05
Field Assistant	\$16.28 ²⁸
Shop Foremen	
(Johnston, Bill)	\$16.55
(Kriegel, Jeff)	\$16.80
Transfer Station Superintendent	\$15.35

²⁸I recommend the Field Assistant in training wage rate be \$16.05 per hour.

Individuals performing heavy equipment operator duties shall receive an additional 0.10 per hour for all hours worked for the County.

Individuals performing part-time Mechanic duties shall receive an additional \$0.50 per hour for all hours worked for the County.

Individuals performing painting duties shall receive an additional \$0.60 per hour for all hours worked for the County.

A regular full-time employee, while performing eight (8) hours work on a temporary basis in a higher job classification, shall be compensated at the contractual wage rate for the applicable job classification.

New hires will be classified as Utility I. Starting rate for new hires will be fifty cents (\$.50) an hour less, while on probation, than the applicable posted rate for the job classification. After a new hire completes the probationary period, he/she will be classified as Utility II and paid at the Utility II rate of pay.

The foregoing wage-rate schedule is intended to represent a \$0.44 per hour increase for each classification within the bargaining unit for the 2003-2004 contract year.²⁹ While the evidence would indicate the bargaining-unit wages are below the norm in the counties offered for comparison, there is no evidence to suggest this happened in one year. The improvement the Union seeks will also take time. The undersigned notes the current wage in the bargaining unit, for those persons performing patrol-operator work, is higher than the current wage for that work in the Tama County and Keokuk County bargaining units. The increase recommended is comparable to that negotiated for those units.

²⁹Union Exhibit No. 24 indicates the current average wage for the bargaining unit is \$14.75. \$0.44 per hour is approximately 3% of that figure.

The undersigned has also considered the impact of the increased wage cost, together with the increased cost of insurance, upon the County's budget situation, a situation which is difficult at best. That cost relates to one of the factors the Legislature has indicated should be considered in deciding what is reasonable. In the undersigned's judgment, the recommendation strikes a balance between competing factors.

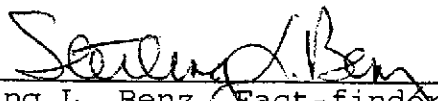
The recommendation of the undersigned on this impasse item does not change the additional pay the Shop Foremen and the Transfer State Superintendent have been receiving. The record made is insufficient in this Fact-finder's judgment, to recommend such a change. While there is no doubt the County's perception of what work these workers performed is different now than it was before the bargaining-unit determination, there is also no doubt at least two of the three workers have some additional job responsibilities. What is the value or worth of those additional responsibilities cannot be determined from the evidence the undersigned received from the County. Such a change by this neutral would require more, such as a wage study or the like, to recommend it, particularly given the fact the additional pay has been received by two of the three workers for more than five years and, at least in the case of one of them, was granted as a result of the recommendation of the County's Road Superintendent and/or Engineer.

The undersigned's recommendation does not include a requirement for direct deposit of pay checks be made part of the

2003-2004 contract. The Union's proposal in that regard lacks comparability.

Dated this 24th day of April, 2003.

Respectfully submitted,


Sterling L. Benz, Fact-finder

5. Hours of work and overtime

The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be determined by the Employer.

The normal workday and work schedule for deputies, with the exception of the deputies working the 1800-0200 and the 2100-0400 shifts shall consist of 7 days on followed by 2 days off; 3 days on followed by 2 days off and results in every other weekend off. The normal workday and work schedule for the deputies working the 1800-0200 and the 2100-0400 shifts, with the exception of the car assigned to Montezuma shall consist of 7 days on followed by 2 days off; 5 days on followed by 2 days off; 3 days on followed by 2 days off; 5 days on followed by 2 days off and results in every other weekend off. The normal workday and work schedule for the deputy working 1800-0200 in the car assigned to Montezuma shall consist of 7 days on followed by 2 days off; 3 days on followed by 2 days off and results in every other weekend off. The normal workday and work schedule for dispatcher/jailers shall consist of 7 days on followed by 2 days off; 3

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days on followed by 2 days off and results in every other weekend off. Each workday for dispatcher/jailers shall consist of three (3) shifts and the Monday through Friday/Non-holiday workday schedules for Deputies shall consist of six (6) shifts depending upon days off. On holidays and weekends, the normal workday for Deputies shall consist of three (3) shifts.

The normal workday and workweek for a custodian shall consist of five (5), eight hour days: Monday, Tuesday, Wednesday, Thursday, and Friday. The normal workday shall be from 5:00 a.m. to 10:00 a.m. and 2:00 p.m. to 5:00 p.m.. The normal workweek will be forty (40) hours per week. The normal workday includes two (2) fifteen (15) minute breaks.

Shifts shall be bid once each year, no later than May 31st to begin July. The employee with the greatest length of service within the Deputy division or Dispatcher/Jailer division shall have the choice of shifts. The monthly work schedule will be posted in the preceding month. If a vacancy is filled in the middle of the year, shifts will be re-bid.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

<u>Dispatcher/Jailer</u>	<u>Deputy</u>
0800 - 1600	0600 - 1400
1600 - 2400	0800 - 1600
2400 - 0800	1600 - 2400
	1800 - 0200
	2100 - 0400
	2300 - 0700

The weekend and holiday shifts for Deputies are as follows:

0700 - 1500
1500 - 2300
2100 - 0400

It is understood that those working the 0700 - 1500 shift are also on-call from 0600 - 0700 and that those working 2100 - 0400 are on-call until 0600. If the midnight car leaves early for any reason, the day car will be first called for coverage.

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the regular rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e., vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for Court for a work related matter or participate in telephone hearings for a work related matter in which the employee is not required to leave their residence, during off duty hours, shall be paid a minimum of two (2) hours pay at the regular rate, unless the court appearance and the beginning or end of an employee's scheduled workday shift overlap. In that event, the employee is paid for actual time spent pursuant to the Overtime provision. This time shall be calculated from the time the employee leaves their residence until the employee returns.

On-Call Pay. All bargaining unit employees who are required to be on-call shall earn compensatory time at the rate of one-half (1/2) time for each hour spent on-call. **FOR EXAMPLE:** If on-call for two (2) hours and not called out, an employee would earn one (1) hour of compensatory time.

Overtime and Compensatory Time

Employees shall earn compensatory time, at the rate of time and one-half (1 1/2) the employee's hourly rate for all hours worked in excess of the normal workday or work schedule. Compensatory time off will be approved by the Sheriff or his designee.

An employee assigned overtime work or who performs work outside of the base work period of the workweek shall be allowed to complete the normal workday/workweek.

Each employee will earn compensatory time for compensation credit on his/her time sheet. An employee may accumulate and carry over up to 80 hours of compensatory time.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

Dispatcher/Jailer

0800 - 1600

1600 - 2400

2400 - 0800

Deputy

0600 - 1400

0800 - 1600

1600 - 2400

1800 - 0200

2100 - 0400

2300 - 0700

The weekend and holiday shifts for Deputies are as follows:

0700 - 1500

1500 - 2300

2100 - 0400

It is understood that those working the 0700 - 1500 shift are also on-call from 0600 - 0700 and that those working 2100 - 0400 are on-call until 0600. If the midnight car leaves early for any reason, the day car will be the first called for coverage.

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the regular rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e., vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for Court for work or participate in telephone hearings for work in which the employee is not required to leave their residence, during off duty hours, shall be paid a minimum of two (2) hours pay at the regular rate, unless the court appearance and the beginning or end of an employee's scheduled workday shift overlap. In that event, the employee is paid for actual time spent pursuant to the Overtime provision. This time shall be calculated from the time the employee leaves their residence until the employee returns.

On-Call Pay. All bargaining unit employees who are required to be on-call shall earn compensatory time at the rate of one-half ($\frac{1}{2}$) time for each hour spent on-call. FOR EXAMPLE: If on-call for two (2) hours and not called out, an employee would earn one (1) hour of compensatory time.

Secondary Roads

IA. 04-10-03

10:15 am



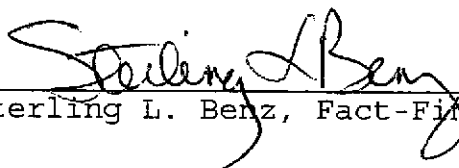
CERTIFICATE OF SERVICE

I certify that on the 24th day of April, 2003, I served the foregoing Report of Fact-Finder upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Deborah Groene
PO Box 12248
Des Moines, IA 50312

Lou Herrera
1011 Office Park Road, Suite 6
West Des Moines, IA 50265

I further certify that on the 24th day of April, 2003, I will submit this Report for filing by mailing it to the Iowa Public Employment Relations Board, 514 East Locust, Suite 202, Des Moines, IA 50309.



Sterling L. Benz, Fact-Finder